

HUTCHISON AMENDMENT NO. 1

**COMMITTEE AMENDMENT**

[STAFF WORKING DRAFT]

July 18, 2006

Purpose: To provide a substitute for the bill as introduced.

**IN THE COMMITTEE ON COMMERCE, SCIENCE, AND  
TRANSPORTATION—109TH Cong., 2ND Sess.**

**S. 3661**, 109TH Congress, 2ND Session

INTENDED to be proposed by Mrs. HUTCHISON

Viz: Strike out all after the enacting clause and insert the following:

1   **SEC. 1. FINDINGS.**

2       The Congress finds the following:

3           (1) The Dallas-Fort Worth region is served by  
4       two large airports, Dallas-Fort Worth International  
5       Airport and Love Field. American Airlines and  
6       Southwest Airlines each have their headquarters, re-  
7       spectively, at these two airports.

8           (2) Dallas-Fort Worth International Airport  
9       ranks fourth nationally and had more than 28 mil-  
10      lion enplanements in 2005. Love Field ranks fifty-  
11      sixth and had nearly 3 million enplanements in  
12      2005.

1           (3) The history of the development and creation  
2           of the Dallas-Fort Worth International Airport and  
3           the subsequent use of Love Field has been one of  
4           continuous disagreement, frequent litigation, and  
5           constant uncertainty within the local communities.  
6           As a result of these factors, this has been the only  
7           time that Congress has intervened, with the consent  
8           of the local communities, to promulgate specific  
9           rules relating to the scope of a locally owned airport.  
10          Having done so, the dispute cannot end without a  
11          change in federal statutes. Therefore, Congress rec-  
12          ognizes the completely unique historical cir-  
13          cumstances involving these two airport and cities  
14          and the previous unprecedented history of legisla-  
15          tion. This legislation is based on the compelling con-  
16          sensus of the civic parties to resolve the dispute on  
17          a permanent basis, assure the end of litigation, and  
18          establish long-term stability.

19          (4) In 1979, Congress intervened and passed  
20          legislation known as the Wright Amendment which  
21          imposed restrictions at Love Field limiting service  
22          from the airport to points within the State of Texas  
23          and States contiguous to Texas. Congress has since  
24          allowed service to the additional States of Alabama,  
25          Kansas, Mississippi, and Missouri. At the urging of

1 Congressional leaders, local community leaders have  
2 reached consensus on a proposal for eliminating the  
3 restrictions at Love Field in a manner deemed equi-  
4 table by the involved parties. That consensus is re-  
5 flected in an agreement dated July 11, 2006.

6 (5) The agreement dated July 11, 2006, does  
7 not limit an air carrier's access to the Dallas Fort  
8 Worth metropolitan area, and in fact may increase  
9 access opportunities to other carriers and commu-  
10 nities. It is not Congressional intent to limit any air  
11 carrier's access to either airport.

12 (6) At the urging of the Civil Aeronautics  
13 Board (CAB), the communities originally intended  
14 to create one large international airport, and close  
15 Love Field to commercial air transportation. Fund-  
16 ing for the new airport was, in part, predicated on  
17 the closing of Love Field to commercial service, and  
18 was agreed to by the carriers then serving Love  
19 Field. Southwest Airlines, created after the local de-  
20 cision was made, asserted its rights and as a result  
21 a new international airport was built, and Love  
22 Field remained open.

23 (7) Congress also recognizes that the agree-  
24 ment, dated July 11, 2006, does not harm any city  
25 that is currently being served by these airports, and

1       thus the agreement does not adversely affect the air-  
2       line industry or other communities that are currently  
3       receiving service, or hope to receive service in the fu-  
4       ture.

5           (8) Congress finds that the agreement, dated  
6       July 11, 2006, furthers the public interest as con-  
7       sumers in, and accessing, the Dallas and Fort  
8       Worth areas should benefit from increased competi-  
9       tion.

10          (9) Congress also recognizes that each of the  
11       parties was forced to make concessions to reach an  
12       agreement. The two carriers, Southwest Airlines and  
13       American Airlines, did so independently, determining  
14       what is in each of their interests separately. The ne-  
15       gotiations between the two communities forced each  
16       carrier to respond, individually, to a host of options,  
17       which ultimately were included, as part of the agree-  
18       ment dated July 11, 2006.

19          (10) Nothing in the agreement dated July 11,  
20       2006, is intended to eliminate the jurisdiction of the  
21       U.S. Department of Transportation, the Federal  
22       Aviation Administration and the Transportation Se-  
23       curity Administration with respect to the aviation  
24       safety and security responsibilities of those agencies.

1 **SEC. 2. MODIFICATION OF PROVISIONS REGARDING**  
2 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

3 (a) EXPANDED SERVICE.—Section 29(c) of the Inter-  
4 national Air Transportation Competition Act of 1979 is  
5 amended by striking “carrier, if (1)” and all that follows  
6 and inserting “carrier. Air carriers and, with regard to  
7 foreign air transportation, foreign air carriers, may offer  
8 for sale and provide through service and ticketing to or  
9 from Love Field, Texas, and any domestic or foreign des-  
10 tination through any point within Texas, New Mexico,  
11 Oklahoma, Kansas, Arkansas, Louisiana, Mississippi, Mis-  
12 souri, or Alabama.”.

13 (b) REPEAL.—Section 29 of the International Air  
14 Transportation Competition Act of 1979 (Public Law 96-  
15 192; 94 Stat. 48 et seq.) is repealed on the date that is  
16 8 years after the date of enactment of this Act.

17 **SEC. 3. TREATMENT OF INTERNATIONAL NON-STOP**  
18 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

19 No person may provide, or offer to provide, air trans-  
20 portation of passengers for compensation or hire between  
21 Love Field, Texas, and any point or points outside the  
22 50 States or the District of Columbia on a non-stop basis,  
23 and no officer or employee of the United States Govern-  
24 ment may take any action to make or designate Love  
25 Field, Texas, an initial point of entry into the United  
26 States or a last point of departure from the United States.

1   **SEC. 4. CHARTER FLIGHTS AT LOVE FIELD, TEXAS.**

2           (a) IN GENERAL.—Charter flights (as defined in sec-  
3   tion 212.1 of title 14, Code of Federal Regulations) at  
4   Love Field, Texas, shall be limited to destinations within  
5   the 50 States and the District of Columbia and shall be  
6   limited to no more than 10 per month per air carrier for  
7   charter flights beyond Texas, New Mexico, Oklahoma,  
8   Kansas, Arkansas, Louisiana, Mississippi, Missouri, or  
9   Alabama.

10          (b) CARRIERS THAT LEASE GATES.—Except for a  
11   flight operated by a Federal agency or by an air carrier  
12   under contract to a Federal agency or in extraordinary  
13   circumstances or irregular operations, all flights operated  
14   by air carriers that lease terminal gate space at Love  
15   Field, Texas, shall depart from and arrive at one of those  
16   leased gates.

17          (c) CARRIERS THAT DO NOT LEASE GATES.—A  
18   charter flight operated by an air carrier that does not lease  
19   terminal space at Love Field, Texas, may operate from  
20   non-terminal facilities or one of the terminal gates.

21   **SEC. 5. AGREEMENT OF THE PARTIES.**

22          (a) IIN GENERAL.—Except as provided in subsection  
23   (b), any action taken by the City of Dallas, the City of  
24   Fort Worth, Southwest Airlines, American Airlines, or the  
25   Dallas-Fort Worth International Airport Board (referred  
26   to in this section as the “parties”) that is reasonably nec-

1    essary to implement the provisions of the agreement dated  
2    July 11, 2006, and titled “Contract among the City of  
3    Dallas, the City of Fort Worth, Southwest Airlines Co.,  
4    American Airlines, Inc., and DFW International Airport  
5    Board Incorporating the Substance of the Terms of the  
6    June 15, 2006 Joint Statement Between the Parties To  
7    Resolve the ‘Wright Amendment’ Issues”, and such agree-  
8    ment, shall be deemed to comply in all respects with the  
9    parties’ obligations under title 49, United States Code,  
10   and any other competition laws.

11       (b) LIMITATIONS ON STATUTORY CONSTRUCTION.—  
12   Nothing in this section shall be construed—

13           (1) to limit the obligations of the parties under  
14       the existing programs of the United States Depart-  
15       ment of Transportation and the Federal Aviation  
16       Administration relating to aviation safety, labor, en-  
17       vironmental, national historic preservation, civil  
18       rights, small business concerns (including disadvan-  
19       taged business enterprise), veteran’s preference, and  
20       disability access;

21           (2) to limit the obligations of the parties under  
22       the existing aviation security programs of the De-  
23       partment of Homeland Security and the Transpor-  
24       tation Security Administration at Love Field, Texas;  
25       or

1           (3) to authorize the parties to offer marketing  
2           incentives that are in violation of Federal law, rules,  
3           orders, agreements, and other requirements.

4           (c) LOVE FIELD GATES.—The number of gates avail-  
5           able for passenger air service at Love Field, Texas, shall  
6           be reduced, as soon as practicable, to no more than 20  
7           gates, and thereafter shall not exceed a maximum of 20  
8           gates.

9           (d) GENERAL AVIATION.—Nothing in the agreement  
10          described in subsection (a) shall affect general aviation  
11          service at Love Field, Texas, including flights to or from  
12          Love Field by general aviation aircraft for air taxi service,  
13          private or sport flying, aerial photography, crop dusting,  
14          corporate aviation, medical evacuation, flight training, po-  
15          lice or fire fighting, and similar general aviation purposes,  
16          or by aircraft operated by any Federal agency or by any  
17          airline under contract to any Federal agency.

18          (e) ENFORCEMENT.—Notwithstanding any other pro-  
19          vision of law, the Secretary of Transportation and the Ad-  
20          ministrator of the Federal Aviation Administration are  
21          prohibited from making findings or determinations, pro-  
22          mulgating orders or rules, withholding airport improve-  
23          ment grants or approvals thereof, denying passenger facil-  
24          ity charge applications, or taking any other action either  
25          self-initiated or on behalf of third parties, that is incon-

1 sistent with the provisions of the agreement described in  
2 subsection (a), or that challenge the legality of any of its  
3 provisions.

4 **SEC. 6. JURISDICTION.**

5 The Department of Transportation shall have exclu-  
6 sive jurisdiction with respect to the agreement described  
7 in section 5(a) of this Act.

8 **SEC. 7. APPLICABILITY.**

9 (a) IN GENERAL.—The provisions of this Act shall  
10 apply only to actions taken with respect to Love Field,  
11 Texas, or air transportation to or from Love Field, Texas,  
12 under the agreement described in section 5(a) of this Act  
13 and shall have no application to any other airport.

14 (b) SAFETY REVIEW.—The provisions of this Act  
15 shall not take effect if, within 30 days after the date of  
16 enactment of this Act, the Administrator of the Federal  
17 Aviation Administration determines and notifies Congress  
18 that aviation operations in the airspace serving Love  
19 Field, Texas, and the Dallas-Fort Worth area that will  
20 be facilitated by the agreement described in section 5(a)  
21 and by this Act, cannot be accommodated in compliance  
22 with FAA safety standards in accordance with section  
23 40101 of title 49, United States Code.

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